

Your Park Home Insurance Policy Wording



POLICY BOOKLET

VERSION 09CC

This policy is administered by Park Home Insurance Services Ltd, registered in England No. 2979679.

You're safe and secure with Castle Cover



Thank you for choosing Castle Cover for your park home insurance

This policy booklet explains your new park home insurance in detail - you should keep it in a safe place as you may need to refer to it if you need to make a claim.



Your insurance is administered by Park Home Insurance Services Ltd. The company was established in 1994 originally to provide insurance cover for park homes. Park Home Insurance Services Ltd conducts its business from the United Kingdom and is based in Wadhurst, East Sussex. It is a family run business that aims to give a personal friendly service.



Introduction

It is important that you read the policy to ensure that it provides the cover you require. If there is anything in it that you are unsure about, please contact Park Home Insurance Services Ltd. Helix House, High Street, WADHURST, East Sussex TN5 6AA.

Tel: **01892 784059** e-mail: **info@parkhomeinsurance.com**

Your cancellation rights

If **you** decide that **you** do not want to accept the policy (or any future renewal of the policy by **us**) tell **us** of **your** decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of **your** policy renewal date). If no claims have been made **we** will refund the premium you have paid. If a claim is made **we** charge **you** for the days **we** have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium **you** have paid.

Our aim is always to give you the highest level of service but should you at any time become dissatisfied with our service the complaints procedure on page two of the booklet explains how you can let us know.

We look forward to providing you with the highest level of service and security for many years to come.

Details of our Regulator

Park Home Insurances Services Ltd is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms, can be visited at www.fsa.gov.uk/register or the Financial Services Authority can be contacted on 0845 606 1234.

Compensation

Park Home Insurance Services Limited and Zurich Insurance plc are both covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and then 90% of any amount above £2,000. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **020 7892 7300**.

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COMPLAINTS PROCEDURE

Our complaints procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with Park Home Insurance Services Ltd. as they will generally be able to provide **you** with an immediate response to **your** satisfaction. Contact details are provided below:

Mr William H C Tuke
Park Home Insurance Services Ltd
Helix House
High Street
WADHURST
East Sussex
TN5 6AA

You can telephone on **01892 784059**
Or e-mail: **info@parkhomeinsurance.com**

If **your** complaint cannot be resolved straight away, and it relates to the terms and conditions of the policy, the complaint will be passed to **us** to deal with. Otherwise, Park Home Insurance Services Ltd. will carry out a full investigation and provide a response. **We** and Park Home Insurance Services Ltd. both aim to resolve **your** concerns as soon as possible and will keep **you** informed of progress whilst enquiries are continuing.

The majority of complaints that are not resolved straight away are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right; however, sometimes **we** may not be able to reach an agreement with **you**. If this is the case, and **you** remain dissatisfied once **you** have received **our** response to **your** complaint, **we** will carry out a further review.

Where the complaint is being handled by **us**, it will be referred to the Customer Relations Team for a separate review. They will contact **you** to let **you** know they have received **your** complaint and when their review is complete, they will provide **you** with a final response on behalf of **us**.

Where the complaint is being handled by Park Home Insurance Services Ltd., it will be reviewed by a Director, and a final response provided.

Complaint Procedure Leaflet

A leaflet containing full details of **our** complaint procedure will be provided during the complaint handling process and is available on request.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks, or if **you** remain dissatisfied following receipt of **our** final response letter, **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within six months of **our** final response. The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on: **0845 080 1800**
Or e-mail: **enquiries@financial-ombudsman.org.uk**

Zuricare Assistance

Should **you** be unfortunate enough at any time to suffer a domestic emergency such as a broken window, burst pipe or the aftermath of a storm, a phone call to Zuricare Assistance can provide you with immediate access to a large network of professional tradesmen within **your** local area.

Important

Tradesmen sent out to **your home** by Zuricare Assistance have no authority to advise on what is, or is not, covered by **your** policy. **You** will be expected to pay the tradesman for work undertaken but if the damage is covered by **your** policy, Zurich will reimburse **you** for the cost, less of course any policy excess that may apply.

Emergency Assistance 0845 712 5220

Lines are open 24 hours a day. Please only use this number if **you** require the assistance of a tradesman.

*Please note that in the event of extreme weather conditions, it may prove difficult to meet our usual speed of response. In these circumstances, we would ask for **your** patience.*

PARK HOME INSURANCE POLICY - IMPORTANT NOTICE

This Park Home Insurance Policy is a contract between **you** and **us**.

We will insure **you** against loss, damage or legal liability which may occur during the **Period of Insurance** in accordance with the Sections specified in the **Schedule** subject to the exclusions, conditions and **endorsements** of the Policy in return for payment by **you** of the premium.

The Policy and **Schedule** and any Notices shall be read together as one contract and the Park Home Proposal Form signed by **you** is the basis of the contract.

Please read the Policy and **Schedule** to ensure that they have been prepared in accordance with the cover **you** have chosen. If they are not correct, or do not meet **your** wishes, please return them immediately.

Almost certainly **your** needs will change. If they do please let Park Home Insurance Services Ltd know so that they can send **you** an updated schedule each time there is an alteration to the cover **you** have chosen.

Your policy is governed by the law that applies to where **you** reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, **we** will communicate to **you** in English.

DEFINITIONS

The definitions given for the following words or expressions will apply wherever they appear in the **Schedule** or **Endorsements**. They also apply wherever they appear in the Policy.

accidental damage	Unexpected and unintended damage caused by sudden and external means.						
buildings	The structure of the park home, its permanent fixtures and fittings and decorative finishes, foundation slab, patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, paths, drives, walls, gates, fences, railings and lampposts all contained on or within or forming the boundaries of the land at the address specified in the Schedule EXCLUDING: satellite television receiving equipment, television or radio aerials, aerial fittings, aerial masts or plinths.						
claim	A single loss or series of losses arising from one event for which insurance is provided by this Policy.						
claim payment	The amount we agree to pay for a claim . We have discretion following a claim to make payment in cash or effect necessary repair, replacement or reinstatement. The maximum amount we will pay for a claim is the sum insured shown in the Schedule plus index-linked increases less the amount of any excess or, if there is a specific amount stated in the Policy as the limit of what we will pay, we will not pay more than that limit.						
contents	Household goods and appliances, furniture and furnishings, money up to £500, and any other property belonging to or the responsibility of you or a member of the family and tenants fixtures and fittings EXCLUDING: a) motor vehicles , caravans, trailers, watercraft, boats, canoes, sailboards, surfboards, hovercraft, aircraft and their parts and accessories, b) living creatures, livestock and pets, c) trees, bushes or plants of any kind other than houseplants normally kept in the living accommodation of the home , d) the structure, permanent fixtures and fittings and decorative finishes of the home , e) plans, drawings, deeds, documents, securities or certificates of any kind which are not defined as money , f) cookers, hobs or other cooking equipment or electrical appliances forming part of permanently fitted units, g) property held or used wholly or partly for business or professional purposes, h) property more specifically insured either elsewhere in this Policy or on any other policy of insurance.						
credit card	Credit, debit, cheque guarantee, charge, bankers and cash dispenser cards held or used by you or the family .						
endorsement	A variation in the terms of this Policy.						
excess	An amount deducted from a claim payment . The amount of any excess is stated in this Policy or in the Schedule .						
family	You and your spouse or domestic partner, children, parents, relatives and other persons, all permanently living in the home .						
home	The structure comprising your living accommodation and, provided they are situated on or within the boundaries of the land of the address shown in the Schedule , your garages, domestic greenhouses (up to 100 sq. ft. floor area), small outbuildings and sheds unless specified otherwise on the Schedule .						
index-linked	The sum insured stated on the Schedule will be adjusted monthly in line with the indices shown below. If the variation in an index is a reduction we will not reduce the sum insured unless you tell us in writing to do so. <table><tr><td>Section 1 Buildings</td><td>The House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors</td></tr><tr><td>Section 2 Contents</td><td>The Durable Household Goods Section of the General Index of Retail Prices</td></tr><tr><td>Section 3 Personal Possessions</td><td>The sums insured under this Section will not be index-linked</td></tr></table> <p>At each renewal the premium will be calculated on the adjusted sums insured.</p> <p>Where we specify in this Policy a monetary amount up to which we will pay for a claim such specific monetary amounts are not index-linked.</p>	Section 1 Buildings	The House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors	Section 2 Contents	The Durable Household Goods Section of the General Index of Retail Prices	Section 3 Personal Possessions	The sums insured under this Section will not be index-linked
Section 1 Buildings	The House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors						
Section 2 Contents	The Durable Household Goods Section of the General Index of Retail Prices						
Section 3 Personal Possessions	The sums insured under this Section will not be index-linked						
money	Cash, currency, bank notes or coins, cheques, travellers' cheques, postal and money orders, unused postage stamps, savings certificates, bonds and premium bonds, trading stamps, savings stamps, accumulated credits for retail loyalty schemes, luncheon vouchers, gift vouchers, travel, theatre, sporting event or similar tickets held by you or the family solely for private purposes.						

motor vehicles	Any electrically or mechanically or power driven or power assisted vehicle, toy or model other than: a) pedestrian controlled toys or models, b) pedestrian controlled golf trolleys, c) garden implements and equipment used by you or the family within the boundaries of the land of your home .
musical instruments	Musical instruments, electrical or electronic or mechanical equipment designed or intended to produce, whether in conjunction with musical instruments or otherwise, sound of a musical nature.
overseas travel	Temporary absence from the home outside the United Kingdom for up to 60 days in any one Period of Insurance .
Period of Insurance	The period stated in the Schedule for which we agree to accept and you have paid or agreed to pay the premium.
Schedule	Your name and address, details of the insurance by this Policy, the Period of Insurance and the Sections of the Policy which are in force and any endorsements which apply. The Schedule is part of the Policy and can be found inside the cover of this Policy document.
sum insured	The sum insured as shown on the Schedule together with any adjustment for index-linking (where applicable) is the most we will pay for any one claim . However, if a specific limit applies (as detailed in this Policy) we shall not pay more than that specific limit. The sum insured under Section 1 Buildings must be adequate to rebuild the whole of the buildings in a new condition similar in form, size and style including the cost of professional fees, site clearance costs and costs incurred because of the requirements of local authorities or other statutory organisations. The sums insured under each of Section 2 Contents and Section 3 Personal Possessions must be adequate to replace all of the insured items taking into account the Basis of Settlement described at the beginning of each of the Sections.
United Kingdom	Great Britain (ie. England, Scotland, Wales, the Isle of Man and the Channel Islands) and Northern Ireland.
unfurnished	Left insufficiently furnished for full habitation for more than 60 consecutive days.
unoccupied	Not lived in by you , or by any other person authorised by you , for more than 60 consecutive days.
unspecified items	Articles composed of precious metals or incorporating precious stones, jewellery, furs, watches, photographic or video equipment, binoculars, wearing apparel and other articles normally worn, used or carried.
valuables	Any article composed of precious metals or incorporating precious stones, jewellery, furs, watches, works of art, antiques, curios, collections of stamps or coins or medals.
we/us/our	Zurich Insurance plc.
you/your	The person(s) named in the Schedule as the Insured.

The **sum insured** stated in the **Schedule** is **index-linked** and will not be reduced by the amount of any **claim payment**.

Basis of Claim Settlement

1. The **sum insured** must be adequate to pay for the full cost of rebuilding the whole of the **buildings** in a new condition similar in form, size and style including the cost of expenses listed under Extension D of this Section.
2. If the **sum insured** is sufficient to pay for the cost of rebuilding as stated in 1. above and the **buildings** have been maintained in good repair **we** will, at **our** option, pay the cost of repairing, reinstating or rebuilding that part of the **buildings** which has been damaged or destroyed by an Insured Peril.
3. If the **sum insured** is not sufficient to pay for the full cost of rebuilding as stated in 1. above, any **claim payment** will be reduced by the proportion which the **sum insured** bears to the full cost of rebuilding the whole of the **buildings**.
4. **We** will not pay more for each **claim** arising out of Insured Perils 1 to 17 or Extensions A or B than the **sum insured** on **buildings** shown in the **Schedule** plus **index-linked** increases less the amount of any **excess**.
5. **We** will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design, when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
6. **Excess - you** must pay the first £50 in respect of each and every claim arising out of Insured perils 1 to 15 and 17, or £100 for each and every claim arising out of Insured Peril 16.

If **we** and **you** have agreed on different **excesses** details are shown on the **Schedule**.

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p>We will pay for loss of or damage to the buildings caused by the following Insured Perils:</p>	<p>i) The amount of the excess shown in the Policy or on the Schedule.</p> <p>ii) Damage by wet or dry rot arising from any cause.</p>
<p>Insured Perils:</p>	
<p>1. Fire.</p>	
<p>2. Explosion.</p>	
<p>3. Smoke.</p>	<p>3. Loss or damage by any gradually operating cause.</p>
<p>4. Lightning and thunderbolt.</p>	
<p>5. Earthquake.</p>	
<p>6. Subterranean fire.</p>	
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage:</p> <p>i) while the home is unfurnished or unoccupied,</p> <p>ii) caused by a member of the family.</p>
<p>8. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>9. Vandalism and acts of malicious persons.</p>	<p>9. Loss or damage:</p> <p>i) caused by any person lawfully in the home,</p> <p>ii) while the home is unfurnished or unoccupied.</p>
<p>10. Escape of water or oil from:</p> <p>a) fixed tanks, apparatus (including washing machines) or pipes and damage to such items by freezing,</p> <p>b) fixed domestic oil-fired heating installation, pipes or apparatus.</p>	<p>10. a) Loss or damage:</p> <p>i) to the apparatus (including washing machines), installation or pipes themselves if caused by wear and tear,</p> <p>ii) while the home is unfurnished or unoccupied.</p> <p>b) Loss or damage while the home is unfurnished or unoccupied.</p>
<p>11. Storm or flood.</p>	<p>11. Loss or damage:</p> <p>i) to gates, fences, hedges or hard sports courts and ancillary equipment,</p> <p>ii) by frost, subsidence, landslip or heave,</p> <p>iii) due to any gradually operating cause.</p>
<p>12. Falling trees or branches.</p>	<p>12. Loss or damage:</p> <p>i) to gates, fences or hedges,</p> <p>ii) resulting from felling or lopping of trees by you, the family, or on your behalf.</p>
<p>13. Impact with the buildings by any vehicle, animal or by articles dropped or falling from them.</p>	<p>13. Loss or damage caused by insects, vermin, birds or domestic pets.</p>
<p>14. Impact with the buildings by any aircraft or by articles dropped or falling from them.</p>	

Section 1 Buildings - continued

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p>Insured Perils:</p> <p>15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.</p> <hr/> <p>16. Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>15. Loss or damage to the equipment itself.</p> <hr/> <p>16. i) Damage to or resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time by the same cause.</p> <p>ii) Loss or damage:</p> <p>a) caused by or resulting from coastal or river erosion,</p> <p>b) caused by the bedding down of new buildings,</p> <p>c) caused by or resulting from the settlement of newly made up ground,</p> <p>d) resulting from normal settlement, shrinkage or expansion,</p> <p>e) due to demolition, structural alteration or structural repair.</p> <p>iii) Loss or damage to patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, paths, drives, walls, gates, fences, railings and lampposts unless the home is damaged at the same time by the same cause.</p>

EXTENDED COVER applies only if **you** have chosen Accidental Damage Cover and **you** have paid or agree to pay the additional premium. If Accidental Damage Cover applies details are shown on the **Schedule**.

EXTENDED COVER	EXCLUSIONS (see also General Exclusions)
<p>Insured Perils:</p> <p>17. Accidental Damage.</p>	<p>17. Damage:</p> <p>i) caused by or arising from:</p> <p>a) frost, damp, corrosion, rust, wet or dry rot, fungus, insects, vermin, woodworm, domestic pets, wear and tear, or any gradually operating cause,</p> <p>b) deliberate acts by you or the family,</p> <p>c) the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse,</p> <p>d) faulty workmanship, defective design or the use of defective materials.</p> <p>ii) occurring while the home is unfurnished or unoccupied,</p> <p>iii) occurring while the home or any part of it is lent, let or sub-let,</p> <p>iv) caused by or arising from Insured Perils No. 1 to 16 inclusive above or insured by Extensions A or B to this Section,</p> <p>v) specifically excluded under Insured Perils No. 1 to 16 above or Extensions A or B to this Section.</p>

EXTENSIONS APPLYING TO SECTION 1 - BUILDINGS

In addition to Standard or Extended cover **you** are also insured for the following:

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>A Glass and Sanitary Fixtures</p>	<p>We will pay the cost of replacement or repair following accidental damage to:</p> <ol style="list-style-type: none"> 1. fixed glass (including double glazing) in windows, doors, fanlights and skylights forming part of the home, 2. sanitary fixtures in the home, 3. ceramic hobs in the home forming part of permanently fitted units. 	<p>i) Loss or damage occurring while the home is unfurnished or unoccupied.</p> <p>ii) The amount of the excess.</p> <p>iii) Any amount exceeding the sum insured on the buildings.</p>

Section 1 Buildings - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
B Underground Services	We will pay the cost of repair following accidental damage to underground service pipes or cables for which you are legally responsible providing services to or from the home .	<ul style="list-style-type: none"> i) Any costs incurred in clearing a blockage. ii) Any costs incurred for any damage caused to service pipes or cables whilst clearing or attempting to clear a blockage. iii) The amount of the excess. iv) Any amount exceeding the sum insured on the buildings.
C Alternative Accommodation and/or Loss of Rent	<p>While the home remains uninhabitable as a result of loss or damage insured under this Section we will pay you for:</p> <ol style="list-style-type: none"> 1. the cost of reasonable alternative accommodation if this is necessary for you, the family, your domestic pets and your resident domestic employees, 2. loss of rent due to you, 3. up to two years ground rent if you continue to be liable to pay it. <p>The most we will pay under this Extension shall not exceed 20% of the sum insured on buildings each claim.</p>	<ul style="list-style-type: none"> i) Cost or rent incurred without our prior agreement.
D Professional Fees and Other Costs	<p>Following loss or damage due to an Insured Peril we will pay for, provided our prior agreement has been obtained:</p> <ol style="list-style-type: none"> 1. architects', surveyors', legal and other fees necessary to repair or rebuild the buildings, 2. the cost of making the buildings safe, removal of debris and clearing the site, 3. the additional costs of rebuilding or repair arising from compliance with government or local authority requirements. 	<ul style="list-style-type: none"> i) Any costs incurred in preparing a claim under this Policy. ii) Costs arising under a notice served by the government or local authority prior to the loss or damage.
E Contracting Buyer	<p>When you have contracted to sell the home the purchaser will have the benefit of cover under the terms of this Section in respect of loss or damage occurring between the period of exchange of contracts and completion of the sale of the home.</p>	<ul style="list-style-type: none"> i) Loss or damage insured under any other policy. ii) Any amount payable under Extension C - Alternative Accommodation and/or loss of Rent.
F Property Owner's Liability	<p>We will pay damages and claimants' costs and expenses for which you are legally liable in respect of accidents occurring during the Period of Insurance resulting in death of, or bodily injury to any person or loss of or damage to property arising:</p> <ol style="list-style-type: none"> i) solely from ownership (not occupation) of the buildings and their land, ii) under Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 in respect of any private house or flat which you previously owned and occupied. <p>In addition, the insurance provided in respect of liability arising by virtue of Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 will continue for a period of seven years from the date of cancellation of this Policy in respect of the buildings insured at the date of cancellation.</p> <p>The total amount payable in respect of each claim is limited to £2,000,000.</p> <p>In addition we will pay defence costs and expenses incurred with our written consent. In the event of your death, we will indemnify your legal personal representatives under the terms of this Extension in respect of liability incurred by you.</p>	<p>Liability:</p> <ol style="list-style-type: none"> i) for death of or bodily injury to a member of the family, ii) for death of or bodily injury to any person employed by a member of the family where death, or injury arises out of and in the course of such employment, iii) for damage to property belonging to or under the control of you or a member of the family or a person employed by a member of the family, iv) arising out of any business or profession or the use of lifts or motor vehicles, v) arising from a contract, whether written or not, which imposes a liability which you or any member of the family would not otherwise have been under, vi) under Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 where a more recently effected or current policy covers the liability.
G Stolen Keys	<p>If the keys to the locks of the external doors of the living accommodation are stolen, we will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each claim.</p> <p>The most we will pay under this Extension and Extension E of Section 2 is £300 in total each claim.</p>	<ul style="list-style-type: none"> i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.

SECTION 2 CONTENTS

The **sum insured** stated in the **Schedule** is **index-linked** and will not be reduced by the amount of any **claim payment**.

Basis of Claim Settlement

1. The **sum insured** must be adequate to pay for the full cost of replacing all the **contents** in a new condition (after making an allowance for wear and tear and depreciation on articles of clothing and household linen).
2. If the **sum insured** is sufficient to pay for the full cost of replacing **your contents** as stated in 1. above **we** will pay for the cost of repair or, where the **contents** are lost or damaged beyond repair, **we** will, at **our** option, replace them or pay for the cost of replacing them in the same form and style as new with no deduction for wear and tear or depreciation. However, a deduction for wear and tear and depreciation will be made for clothing and household linen.
3. If the **sum insured** is not sufficient to pay for the full cost of replacing **your contents** as stated in 1. above, any **claim payment** will be reduced by the proportion which the **sum insured** bears to the full cost of replacing all **your contents**.
4. **We** will not pay more for each **claim** arising out of Insured Perils 1 to 17 or Extensions C, D or Q than the **sum insured** shown on the **Schedule** nor more than the specific amounts stated in the Extensions to this Section.
5. **We** will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
6. Under this Section **we** will not pay more than:
 - a) the **sum insured** for **contents** nor more than the amounts stated as specific inner limits in B, C and D below,
 - b) limit for any one **Valuable** - 10% of the **sum insured** for **contents** or £1000, whichever is the less, unless specifically detailed on the **Schedule**,
 - c) limit for **Valuables** in total - 40% of the **sum insured** for **contents**, unless specifically detailed on the **Schedule**,
 - d) limit for **money** - £500.
 If **we** and **you** have agreed on limits other than those stated in B, C and D above such other limits are shown on **your Schedule**.
7. **Excess** - **you** must pay the first £50 in respect of each and every claim arising out of Insured Perils 1 to 17. If **we** and **you** have agreed on different **excesses** details are shown on the **Schedule**.

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p>We will pay for loss of or damage to the contents in the home caused by the following Insured Perils:</p>	<p>i) The amount of the excess shown in the Policy or on the Schedule.</p> <p>ii) Damage by wet or dry rot arising from any cause.</p> <p>iii) Loss of or damage to contents in detached garages, sheds or outbuildings other than as provided in Extension Q.</p>
<p>Insured Perils:</p>	
<p>1. Fire.</p>	
<p>2. Explosion.</p>	
<p>3. Smoke.</p>	<p>3. Loss or damage by any gradually operating cause.</p>
<p>4. Lightning and thunderbolt.</p>	
<p>5. Earthquake.</p>	
<p>6. Subterranean fire.</p>	
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage:</p> <p>i) while the home is unfurnished or unoccupied,</p> <p>ii) occurring while the home or any part of it is lent, let or sub-let unless entry or exit is obtained by forcible and violent means,</p> <p>iii) caused by a member of the family.</p>
<p>8. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>9. Vandalism and acts of malicious persons.</p>	<p>9. Loss or damage:</p> <p>i) caused by any person lawfully in the home,</p> <p>ii) while the home is unfurnished or unoccupied.</p>
<p>10. Escape of water or oil from:</p> <p>a) fixed tanks, apparatus (including washing machines) or pipes and damage to such items by freezing,</p> <p>b) fixed domestic oil-fired heating installation, pipes or apparatus.</p>	<p>10. a) i) Loss or damage while the home is unfurnished or unoccupied.</p> <p>b) i) Loss or damage while the home is unfurnished or unoccupied.</p> <p>ii) Loss of the oil itself (see Extension G).</p>

Section 2 Contents - continued

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p>Insured Perils: 11. Storm or flood.</p>	<p>11. Loss or damage: i) to property not inside the home, ii) by frost, iii) due to any gradually operating cause.</p>
<p>12. Falling trees or branches.</p>	<p>12. Loss or damage resulting from felling or lopping of trees by you, the family or on your behalf.</p>
<p>13. Impact by any vehicle, animal or by articles dropped or falling from them.</p>	<p>13. Loss or damage caused by insects, vermin, birds or domestic pets.</p>
<p>14. Impact by any aircraft or by articles dropped or falling from them.</p>	
<p>15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.</p>	
<p>16. Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>16. Loss or damage caused by or resulting from coastal or river erosion.</p>

EXTENDED COVER applies only if **you** have chosen Accidental Damage Cover and **you** have paid or agree to pay the additional premium. If Accidental Damage Cover applies details are shown on the **Schedule**.

EXTENDED COVER	EXCLUSIONS (see also General Exclusions)
<p>Insured Perils: 17. Accidental Damage.</p>	<p>17. Damage: i) Caused by or arising from: a) frost, damp, corrosion, rust, wet or dry rot, fungus, insects, vermin, woodworm, domestic pets, wear and tear, or any gradually operating cause, b) deliberate acts by you or the family, c) the cost of repairing or replacing electrical or mechanical equipment following its breakdown or misuse, d) faulty workmanship, defective design or the use of defective materials, e) any process of cleaning, dyeing, repair, renovation or alteration, ii) occurring while the home is unfurnished or unoccupied, iii) occurring while the home or any part of it is lent, let or sub-let, iv) caused by or arising from Insured Perils 1 to 16 inclusive above or insured by Extensions C, D, E, F or H to this Section, v) specifically excluded under Insured Perils 1 to 16 inclusive above or Extensions C, D, E, F or H to this Section, vi) to clothing or contact lenses, vii) to domestic pets or livestock.</p>

EXTENSIONS APPLYING TO SECTION 2 - CONTENTS

In addition to Standard or Extended cover **you** are also insured for the following:

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>A Contents in the Open</p>	<p>We will pay for your contents if they are lost or damaged by any of the Insured Perils 1 to 10 and 12 to 16 of this Section while they are in the open within the boundaries of the land of the home. The most we will pay under this Extension is £500 in total each claim.</p>	<p>i) Loss of or damage to money. ii) Loss or damage during the course of a permanent removal to or from the home other than whilst in the process of loading onto or unloading from a vehicle. iii) Loss or damage caused by storm or flood. iv) Loss or damage specifically excluded under Insured Perils 1 to 10 and 12 to 16 in this Section. v) Loss or damage occurring while the home is unoccupied. vi) The amount of the excess.</p>

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
B Contents Temporarily Removed	<p>We will pay for your contents if, whilst they are temporarily removed from the home to anywhere within the United Kingdom, they are lost or damaged by any of Insured Perils 1 to 6 or 8 to 16 of this Section. In addition we will pay for loss of or damage to your contents caused by or arising from theft or attempted theft while they are in:</p> <ul style="list-style-type: none"> i) any bank or safe deposit or in the course of removal to or from any bank or safe deposit by you or a member of the family, ii) an occupied private house or flat, iii) any building where you or a member of the family are employed or engaged in business, iv) any other building provided forcible and violent means of entry or exit are used. The most we will pay under this Extension is £5,000 any one claim. 	<ul style="list-style-type: none"> i) Loss or damage to contents: <ul style="list-style-type: none"> a) removed for sale or exhibition or in a furniture depository, b) in the open caused by or arising from storm or flood, c) removed from the home and belonging to or the responsibility of any student member of the family who is living away from the home. ii) Theft of money from any building where you or a member of the family are employed or engaged in business. iii) The amount of the excess.
C Mirrors and Glass	<p>We will pay for loss of or damage to mirrors, glass tops, fixed glass in furniture and ceramic hobs in free standing appliances following accidental damage. The most we will pay under this Extension shall not exceed the sum insured on contents.</p>	<ul style="list-style-type: none"> i) Loss or damage while the home is unoccupied. ii) The amount of the excess.
D Home Entertainment and Computer Equipment	<p>We will pay for loss of or damage to your own, or for which you or a member of the family are legally responsible, television and audio equipment, video players and recorders, computer equipment (used solely for domestic purposes) when in the home, and television aerials and satellite television receiving aerials and equipment caused by accidental damage. The most we will pay under this Extension shall not exceed the sum insured on contents.</p>	<ul style="list-style-type: none"> i) Mechanical or electrical failure, wear and tear. ii) Any process of maintenance, repair, erection, dismantling, construction or cleaning. iii) Damage to records, discs, tapes, cassettes, cartridges or computer software. iv) Loss or damage caused by domestic pets, vermin or insects. v) Loss or damage while the home is lent, let or sub-let or unoccupied. vi) Loss arising from removal by the owner with or without your consent. vii) Loss or damage caused by or arising from Insured Perils 1 to 16 in this Section. viii) Loss or damage specifically excluded under Insured Perils 1 to 16 in this Section. ix) The amount of the excess.
E Stolen Keys	<p>If the keys to the locks of the external doors of the living accommodation are stolen, we will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each claim. The most we will pay under this Extension and Extension G of Section 1 is £300 in total each claim.</p>	<ul style="list-style-type: none"> i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.
F Alternative Accommodation and/or Loss of Rent	<p>While the home remains uninhabitable as a result of loss or damage insured under this Section we will pay for:</p> <ul style="list-style-type: none"> i) the cost of reasonable alternative accommodation if this is necessary for you, the family, your domestic pets and your resident domestic employees, ii) rent which you still have to pay. <p>The most we will pay under this Extension shall not exceed 20% of the sum insured on contents.</p>	<ul style="list-style-type: none"> i) Cost incurred or rent payable without our prior consent.
G Oil and Water	<p>We will pay for loss of:</p> <ul style="list-style-type: none"> i) oil from a domestic heating installation, ii) metered water, <p>resulting from an event constituting a valid claim arising from Insured Perils 1 to 17 in this Section. The most we will pay under this Extension is £1,000 each claim.</p>	<ul style="list-style-type: none"> i) Loss of oil or water caused by gradual leakage or evaporation. ii) Loss or damage whilst the home is unfurnished or unoccupied.

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
H Refrigerated and Frozen Food	<p>We will pay for the cost of replacing food in your domestic refrigerators or freezers in the home spoiled or damaged as a result of:</p> <ul style="list-style-type: none"> i) accidental breakdown of the refrigeration or freezer unit, ii) escape from the unit of refrigerant and/or refrigerant fumes, iii) accidental failure of the electricity or gas supply. <p>The most we will pay under this Extension is £1,000 each claim.</p>	<ul style="list-style-type: none"> i) Loss or damage: <ul style="list-style-type: none"> a) caused by the deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour, b) caused by a deliberate act of you or a member of the family or by your domestic employees, c) loss or damage involving a refrigerant or freezer unit over 15 years old. ii) The amount of the excess.
I Prams and Wheelchairs	<p>We will pay for loss of or damage to prams and wheelchairs belonging to you or to a member of the family following accidental damage in the United Kingdom or during overseas travel. The most we will pay under this Extension is £500 each claim.</p>	<ul style="list-style-type: none"> i) Mechanical or electrical failure, wear and tear, depreciation or loss of use. ii) Theft of accessories unless stolen with the pram or wheelchair. iii) The amount of the excess.
J Liability as Tenant	<p>We will pay all sums for which you are legally liable as tenant and not as owner of the home for:</p> <ul style="list-style-type: none"> i) damage to the buildings by Insured Perils 1 to 15 of Section 1 Buildings, ii) accidental damage to fixed glass including double glazing forming part of the home and fixed sanitary fittings in the home, iii) accidental damage to drain inspection covers and underground service pipes or cables for which you are legally responsible providing services to or from the home. <p>The most we will pay under this Extension is 15% of the sum insured on contents in any one period of insurance.</p>	<ul style="list-style-type: none"> i) Loss or damage occurring while the home is unoccupied. ii) Loss or damage specifically excluded under Insured Perils 1 to 15 in Section 1 Buildings. iii) The amount of the excess.
K Occupier's and Personal Liabilities	<p>We will pay for all sums which you or a member of the family are legally liable to pay in respect of accidents occurring during the Period of Insurance resulting in:</p> <ul style="list-style-type: none"> i) death of, or bodily injury to any person, ii) loss of or damage to property. <p>The most we will pay under this Extension for any one claim is:</p> <ul style="list-style-type: none"> a) £2,000,000 other than for death of, or injury to your domestic employees, b) £10,000,000 in respect of death of, or injury to your domestic employees for death, or injury arising directly out of and in the course of their employment with you. <p>We will pay for defence costs and expenses incurred with our written consent in addition to the amount of £2,000,000 stated in a) above but such costs and expenses shall be included within the amount of £10,000,000 stated in b) above.</p> <p>In the event of your death we will indemnify your legal personal representatives under the terms of this Extension in respect of liability incurred by you or a member of the family.</p>	<p>Liability:</p> <ul style="list-style-type: none"> i) for death of, or bodily injury to a member of the family, ii) for damage to property belonging to or under the control of you or a member of the family or to a person employed by you or a member of the family, iii) arising from a contract, whether written or not, which imposes a liability which you or any member of the family would not otherwise have been under, iv) arising out of any business or profession, v) arising out of the ownership of the buildings and their land or any other land or premises, vi) arising out of the occupation of land or premises other than the buildings and their land at the address of the Home shown in the Schedule, vii) arising out of the use, ownership or possession of aircraft, hovercraft, watercraft, motor vehicles for which a Certificate of Insurance is required under the Road Traffic Act, caravans or lifts, animals of a dangerous species and livestock as defined in the Animals Act, 1971 (other than horses used for private hacking), viii) arising from the transmission of any communicable disease or virus.
L Jury Service	<p>We will pay you or a member of the family an amount not exceeding £50 per day, for a period not exceeding 20 days, in respect of irrecoverable earnings and expenses arising from service as a juror.</p>	-

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
M Title Deeds	We will pay for the cost of preparing new title deeds to the buildings if they are lost or damaged by any of Insured Perils 1 to 16 of this Section when in the home or in a bank or safe deposit. The most we will pay under this Extension is £500 each claim .	-
N Fatal Injury	In the event of the death of you and/or your spouse within 30 days of and as a direct result of bodily injury caused in the home by fire or thieves we will pay £5,000 to the legal representatives of you or your spouse. The most we will pay under this Extension is £10,000.	-
O December and Wedding Gifts Increase	The sum insured on contents is automatically increased by 10%: i) during the month of December, ii) for the period of one month before and one month after and during the day of the wedding of you or any member of the family to insure wedding gifts against loss or damage by any of Insured Perils 1 to 16 of this Section when they are in: a) the home , b) the building where the wedding reception is held, c) the bride and groom's marital residence, d) transit between any of the locations described in a), b) and c) above.	-
P House Removal	We will pay for loss of or damage to your contents caused by accidental damage while in the course of removal from the home to any new permanent home within the United Kingdom provided the removal is carried out by professional removal contractors. The most we will pay under this Extension is the sum insured on contents .	i) Loss of money . ii) Loss or damage to china, glass, earthenware and other items of a brittle nature unless packed for removal by professional packers. iii) Any amount which is the liability of the carrier. iv) The amount of the excess .
Q Contents stored in Outbuildings	We will pay for loss of or damage to your contents which are stored or kept in detached garages, sheds or outbuildings at the home caused by any of Insured Perils 1 to 16 of this Section. The most we will pay under this Extension is £1,000 each claim .	i) Loss of money . ii) Loss of or damage to contents in detached garages, sheds or outbuildings by theft not involving entry or exit by forcible and violent means. iii) Loss or damage while the home is unfurnished or unoccupied . iv) Loss of or damage to contents stored or kept in greenhouses or in garages, sheds or outbuildings which are not situated within the boundaries of the land of the home . v) The amount of the excess .

SECTION 3 PERSONAL POSSESSIONS

The cover under this Section applies only if **you** have chosen it as an option and operates only if **you** have paid or agreed to pay the premium for those items for which **sums insured** are shown on the **Schedule**.

The **sums insured** stated in the **Schedule** are not index-linked.

Basis of Claim Settlement

1. The **sums insured** shown on the **Schedule** must be adequate to pay for:
 - I) **Sports Equipment** - the current replacement cost of all such equipment and clothing owned by **you** or the **family**.
 - II) **Unspecified Items** - the maximum value of **Unspecified Items**, **Valuables** and clothing that may be at risk at any one time.
 - III) **Specified Items** - the current replacement cost of each Specified **Valuable** or other specified item.
 - V) **Pedal Cycles** - the current replacement cost of each pedal cycle and its accessories less an allowance for depreciation, wear and tear.
2. For Extensions 1, 2, 3 and 5 if the **sums insured** do represent the maximum values or current replacement costs as described in 1.1), II), III) and V) above the most **we** will pay will be:
 - I) **Sports Equipment** - the cost of repairing or replacing the insured property in the same form and style. However, for items of clothing **we** will make a deduction for depreciation, wear and tear.
 - II) **Unspecified Items** - the cost of repairing or replacing the insured property in the same form and style. However, for items of clothing and household linen **we** will make a deduction for depreciation, wear and tear.
 - III) **Specified Items** - the **sum insured** for each item shown in the **Schedule**.
 - V) **Pedal Cycles** - the **sum insured** for each item shown in the **Schedule**.
3. For Extensions 1, 2, 3 and 5 if the **sums insured** do not represent the maximum values or current replacement costs as described in 1.1), II), III) and V) above any **claim payment** will be reduced by the proportion which the **sums insured** bear to the actual amount at risk or current replacement costs (less, if applicable, an allowance for depreciation, wear and tear).
4. For Extension 4 the most **we** will pay will be the cost of the value of the **money** lost or loss due to the unauthorised use of a **credit card**.
5. **We** will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
6. **We** have the option following a **claim** to make payment in cash or effect necessary repair, replacement or reinstatement.
7. **Excess** - **you** must pay the first £50 of each and every claim arising under this section.

EXTENSIONS APPLYING TO SECTION 3 - PERSONAL POSSESSIONS

We will not pay for:

- i) mechanical or electrical failure or breakdown,
- ii) loss or damage arising from confiscation, detention or seizure, depreciation and deterioration from normal use or wear and tear, moth, insects, vermin, domestic pets, damp, rust, wet or dry rot or mildew, obsolescence, infestation, the action of light or atmospheric condition or any gradually operating cause,
- iii) loss or damage due to any process of cleaning, dyeing, repair, renovation or restoration,
- iv) items used or held for business or professional purposes,
- v) consequential loss,
- vi) theft from unattended motor vehicles unless from a closed glove compartment, locked luggage boot or locked luggage compartment following forcible and violent entry to a vehicle which has been locked and all windows and sun roofs closed,
- vii) loss of or damage to **musical instruments** caused by changes in atmospheric conditions or arising through breakage of strings, reeds, drumheads or the like or electrical or mechanical failure, breakdown or derangement,
- viii) loss or damage arising outside the **United Kingdom** except in the circumstances of **overseas travel**,
- ix) the amount of the **excess**.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
1. Sports Equipment	<p>We will pay for the cost of replacing your sports equipment and clothing if it is accidentally lost, destroyed, damaged or stolen. The most we will pay under this Extension for any one claim shall not exceed:</p> <ol style="list-style-type: none"> i) £250 for any one article, ii) the sum insured shown on the Schedule. 	<ol style="list-style-type: none"> i) Motor vehicles, watercraft, caravans, trailers, hovercraft, aircraft, gliders, pedal cycles, parachutes, camping equipment or living creatures. ii) Loss of or damage to sports equipment while in use. iii) The amount of the excess.
2. Unspecified Items	<p>We will pay for the cost of replacing or repairing your unspecified items if they are accidentally lost, destroyed, damaged or stolen. The most we will pay under this Extension for any one claim is:</p> <ol style="list-style-type: none"> i) £1,000 for any one article, ii) the sum insured shown in the Schedule for this Extension. 	<ol style="list-style-type: none"> i) Loss of or damage to mobile phones, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, musical instruments, sports equipment or vehicles, pedal cycles, money and credit cards, deeds, securities and documents, guns or firearms, living creatures, livestock and pets. ii) Property more specifically insured either elsewhere in this Policy or on any other policy of insurance. iii) The amount of the excess.

Section 3 Personal Possessions - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
<p>3. Specified Items</p>	<p>We will pay for the cost of replacing or repairing the items specified in the Schedule if they are accidentally lost, destroyed, damaged or stolen. The most we will pay under this Extension for any one claim for any item is the sum insured shown in the Schedule for that item.</p>	<p>i) The amount of the excess.</p>
<p>4. Personal Money and Credit Cards</p>	<p>We will pay for loss of money. The most we will pay under this Extension for any one claim for loss of money is £500.</p> <p>We will pay for loss due to unauthorised use of credit cards. The most we will pay under this Extension for any one claim for loss due to unauthorised use of credit cards is £500.</p>	<p>i) Loss of money:</p> <ul style="list-style-type: none"> a) held for business purposes, b) which does not belong to you or the family or for which you or the family are not legally responsible, c) not reported to the police within 24 hours after the discovery of the loss, d) arising from depreciation or confiscation or shortages due to errors or omissions. <p>ii) Loss due to unauthorised use of credit cards:</p> <ul style="list-style-type: none"> a) resulting from a lost credit card which has not been reported to the police and issuing authority within 24 hours after the discovery of the loss, b) following a breach of the terms and conditions of the issuing authority, c) following fraudulent use by any person related to you, d) held by you or the family for business purposes. <p>iii) The amount of the excess.</p>
<p>5. Pedal Cycles</p>	<p>We will pay for the cost of replacing or repairing your pedal cycles if they are accidentally lost, destroyed, damaged or stolen. The most we will pay under this Extension for any one claim shall not exceed £1000 for each pedal cycle, unless specified otherwise on the Schedule.</p>	<ul style="list-style-type: none"> i) Theft of any pedal cycle left both unlocked and unattended away from the home. ii) Pedal cycles owned or used wholly or partly for business purposes. iii) Theft of accessories unless the pedal cycle is stolen at the same time. iv) Loss of or damage to a pedal cycle while it is being used for racing, pacemaking or trials. v) Damage to tyres unless the pedal cycle is damaged at the same time. vi) Loss of or damage to motorised or power-assisted cycles. vii) The amount of the excess.

GENERAL EXCLUSIONS

The following **EXCLUSIONS** apply to **your** policy as a whole.

We will not pay for:

- 1. Radioactive Contamination/ War/Sonic Booms**

Loss or destruction of or damage to any property or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly,
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power,
 - d) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 2. Seizure or Confiscation**

Loss or damage to any property caused during seizure or confiscation or attempts at either of these by customs or other authorities.
- 3. Existing Damage**

Any loss or damage occurring before the commencement of the first **Period of Insurance**.
- 4. Wilful Damage**

Any wilful or malicious act by **you** or the **family**.
- 5. Loss by Deception**

Any loss suffered by **you** due to any person obtaining property by deception.
- 6. Sets/Suites**

The cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
- 7. Riot/Civil Commotion**

Riot or Civil Commotion outside the **United Kingdom**.
- 8. Terrorism**

Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as direct or indirect consequence of Act (s) of Terrorism.
For the purpose of this exclusion Act (s) of Terrorism will mean loss, destruction or damage caused by, or contributed to by, or arising from the use or the threat of use of any chemical, biological or bio-chemical weapon, or any other nuclear device or radioactive substance by any person or group of people whether acting alone or on behalf of or in connection with any organisation (s) or government (s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 9. Gradually Operating Cause**

Loss or damage due to any gradually operating cause including deterioration or wear and tear.
- 10. Consequential Loss**

Consequential Loss of any kind incurred by **you** or the **family**.
- 11. Pollution**

Any loss, damage or liability arising from pollution or contamination unless caused by:

 - i) a sudden and unforeseen and identifiable accident,
 - ii) escape of oil from a domestic oil installation at the **home**.
- 12. Year 2000**
 1. Loss destruction or damage,
 2. Legal liability of whatsoever nature other than that for which insurance is required by the provisions of any law relating to compulsory insurance of liability to domestic employees directly or indirectly caused by or consisting of or contributed to by or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not, and whether occurring before, during or after the YEAR 2000:
 - a) to correctly recognise any date as its true calendar date,
 - b) to capture save or retain, and/or to correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date,
 - c) to capture save retain or to correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

If otherwise covered by this policy, the exclusion by 1. above will not apply to:

 - i) Theft or attempted theft,
 - ii) Glass, mirrors or sanitary fixtures,
 - iii) **Money**,
 - iv) Subsequent loss destruction or damage resulting from Fire, Explosion, Smoke, Lightning and thunderbolt, Earthquake, Subterranean fire, Riot, civil commotion, strikes, labour and political disturbances, Vandalism and acts of malicious persons, Escape of water or oil from any fixed water apparatus or fixed oil fired heating installation, pipes or apparatus, Storm or flood, Falling trees or branches, Impact by any vehicle, animal or aircraft, Breakage or collapse of television, radio and satellite dish aerials or masts, Subsidence, heave or landslip.
- 13. Business use**

Any loss or damage to items used in connection with any business, trade or profession.

GENERAL CONDITIONS

The following **CONDITIONS** apply to **your** policy as a whole.

- 1. Observance** **We** shall not pay for any loss, damage or injury insured by this Policy if **you** or the **family** or anyone acting on **your** behalf and with your knowledge fail to comply with all the terms and conditions of this Policy.
- 2. Reasonable Care** **You** and members of the **family** will take all reasonable steps to safeguard against loss, damage, accident or injury.
- 3. Maintenance** **You** and members of the **family** will keep the insured property in a good state of repair.
- 4. Fraud** If **you** make a claim under the Policy knowing the claim to be false or fraudulent in any way, the Policy shall become void and all claims under it shall be forfeited. If **you** have made deliberately a false declaration or statement in connection with the contract between **you** and **us**, the Policy shall become void and all claims under it shall be forfeited.
- 5. Claims Notification** On the happening of any event likely to give rise to a claim under the Policy, **you** must:
 - a) advise **us** in writing as soon as reasonably possible,
 - b) advise the police as soon as possible if the loss or damage appears to have been caused by theft, malicious persons, riot or civil commotion,
 - c) provide **us** with all evidence and information as **we** may reasonably require,
 - d) not admit liability,
 - e) immediately send to **us** any writ or summons,
 - f) tell **us** immediately if anyone makes a claim on **you**,
 - g) co-operate with and not abandon any property to **us**.
- 6. Arbitration** Where **we** have accepted a claim under this Policy but **we** and **you** cannot agree on the amount of the **claim payment**, **you** have the option to refer the disagreement on the amount of the **claim payment** to an arbitrator. The appointment of an arbitrator is governed by statutory provisions.
- 7. Cancellation** **You** may cancel the policy at any time by telling **us**, either in writing or over the phone. **We** may cancel your policy by giving **you** 7 days written notice to **your** last known address. **We** will give **you** a refund in proportion to the time left until **your** current period of insurance is due to run out.
- 8. Contribution** **Our** liability:
 - a) shall not exceed its rateable proportion if any other insurance covers loss, damage or liability insured under this Policy,
 - b) shall be limited to the excess value beyond the amount of any more specific insurance up to the **sums insured** or limits stated in the Policy and **Schedule**.
- 9. Subrogation** Before or after **we** pay **your claim you** must if **we** ask **you** take or allow **us** to take in **your** name all the steps needed to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.
- 10. Material Facts** **You** must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not met. If in doubt about any change, please tell **us**. If **your** policy is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the period of insurance. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.
- 11. Renewal by direct debit** If **you** pay the premium to Park Home Insurance Services Ltd. using the Direct Debit instalment scheme, **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date, **we** will not renew it. **Our** right to renew this policy does not affect **your** cancellation rights detailed in the introduction and on page 18 of the policy.

ENDORSEMENTS

If any of these apply details are shown on **your Schedule**. If **we** and **you** have agreed on any other **endorsements** these will also be shown on or attached to **your Schedule**.

- 1. Construction** The **buildings** are constructed other than as described in the Definition of the **buildings/home**. Details of the construction have been lodged in **our** records. The premium has been calculated taking into account the details of the construction.
- 2. Restricted Theft Cover** The following additional Exclusion is added to the list of Exclusions applying to Insured Peril No. 7 Theft or attempted theft under the Cover to SECTION 2 - CONTENTS:
iv) not involving forcible or violent entry to or exit from **your home**.
- 3. Physical Security Requirements** **We** shall not pay for loss or damage by theft or attempted theft from the **home** under the cover provided by Sections 1, 2, or 3 of this Policy unless **you** have installed and put into operation the following security devices and taken the following precautions at the time of the loss or damage:
a) the door used as a final exit from the **home** is fitted with:
i) in the case of wooden or metal doors a lock conforming to British Standard BS3621 and showing the British Standard "Kitemark" or a mortice deadlock,
ii) in the case of uPVC doors the manufacturer's installed locking device,
b) all other external doors, unless secured as in a) above, are fitted with key-operated security bolts fitted top and bottom to each leaf and supplementing any additional locks,
c) sliding patio doors not fitted with an anti-lift device are fitted with key-operated locks fitted top and bottom,
d) all accessible windows and skylights are fitted with key-operated window locks or security bolts or key-operated locking handles or, in the case of uPVC windows, the manufacturers' installed locking device,
e) all external doors, and windows as in d) above, are secured using the above mentioned security devices whenever the **home** is left unattended,
f) when **you** and the **family** retire for the night all external doors and the windows specified in d) above, except those in occupied bedrooms, are secured using the security devices.
- 4. Intruder Alarm Requirements** **We** shall not pay for loss or damage by theft or attempted theft from **your home** under the Cover provided by SECTIONS 1, 2 or 3 of this Policy unless **you** have installed a burglar alarm at **your home** and **you** comply at all times with the following conditions:
a) the burglar alarm installed at **your home** be maintained in an efficient condition,
b) the burglar alarm be put into operation when **you** and **your family** retire for the night and whilst **your home** is left unattended,
c) **you** must notify **us** immediately if written notice is received from the Police warning of withdrawal of their response to calls from the alarm,
d) when **you** and **your family** retire for the night or when **your home** is **unoccupied**, all external doors and windows (accessible from the ground, adjoining roofs and porches or via downpipes) except those in occupied bedrooms are secured using the fitted security devices.
- 5. Deletion of Proportionate Reduction in Claim Payment** Paragraph 3 of the Basis of Claims Settlement in SECTION 1 is deleted so far as the interest of any mortgagee shown in the **Schedule** is concerned.
- 6. Exclusion of personal effects Valuables and Money** The cover under Section 2 excludes loss of or damage to personal effects (which are articles of personal use usually worn or carried about the person) belonging to **you** or the **family**, **Valuables** and **Money**.
- 7. Unfurnished or Unoccupied Property** Whenever the **home** is **unfurnished** or **unoccupied** all water, gas and electricity services are turned off at the mains and any gas or oil supplies to the **home** from external or internal tanks are turned off at the isolating valves on the tanks.

HOW TO MAKE A CLAIM

Telephone Park Home Insurance Services Ltd on **0800 614849** with brief details, quoting **your** policy reference, and they will send **you** a claim form for completion.

Please complete this as quickly and fully as possible and return it to Park Home Insurance Services Ltd, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Any estimates, invoices, valuations, or other supporting documentation should also be sent to Park Home Insurance Services Ltd as soon as possible, either with the completed claim form, or under separate cover quoting the appropriate reference.

When **you** contact **us** about a claim, **you** will need to tell **us**:

- **your** name address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage;
- the date of the incident.



Castle Cover Ltd.

Castle Cover Ltd is an appointed representative of Lorica Consulting Ltd who are authorised and regulated by the Financial Services Authority.

Their Financial Services Authority register number is 307236.

If you want to check this you can telephone the Financial Services Authority on 0845 606 1234.

Or visit their website which is www.fsa.gov.uk/register.

Park Home Insurance Services Ltd.

Registered Office: Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Registered in England & Wales number 2979679.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Services Authority.

Our FSA register number is 306716.

Our permitted business is selling and administering contracts of general insurance.

Underwritten by:
Zurich Insurance plc

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority.

Details about the extent of our regulation by the Financial Services Authority are available from us on request.

FSA registration number: 203093.

These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Policy No. FLS

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the

- Legal and tax helpline and
- The claim reporting procedures

If you are unsure about anything in this document please contact the administrators:

**Park Home Insurance Services Limited
Helix House
High Street
WADHURST
East Sussex
TN5 6AA**

You can telephone on **01892 784059**
Or e-mail: **info@parkhomeinsurance.com**

CASTLE COVER LEGAL SOLUTIONS POLICY

This policy is evidence of the contract between **you** and the **Insurer**.

The policy is underwritten by Brit Insurance Limited.

MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **Insured**

Conditional Fee Agreement

The separate agreement between the **Insured** and **your Appointed Advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by **us** before it is entered into.

Collective Conditional Fee Agreement

The separate agreement between the **Appointed Advisor** and **us** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Access to Justice Act 1999) which does not refer to specific proceedings but which provides for **your Appointed Advisor's** fees and expenses to be payable on a common basis.

Home

Your park or holiday home or static caravan, as declared in **your** proposal for insurance.

Insured

You, your partner and immediate family permanently living with **you** in the UK.

Insurer

Brit Insurance Limited

Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
 - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us**.
 - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **Appointed Advisor** and agreed in advance by **us**
 - c) Other side's costs incurred in civil claims where the **Insured** has been ordered to pay them or pays them with **our** agreement
- 2) In respect of Insured Events 2 & 4 where the claim is brought within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

reasonable legal costs reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us** or in accordance with the Predictable Costs scheme if applicable.
- 3) In respect of Insured Event 6 c) (ii) the **Insured's** loss of earnings.

Limit of Indemnity

£50,000 which is the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause except in respect of Insured Event 3. 2 which is subject to an inner limit of £5,000.

Period of Insurance

The period as shown in the Schedule to which this Policy attaches

Reasonable Prospects of Success

In civil claims, where the **Insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **Insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the **Insured** pleads guilty, there is a greater than 50% chance of successfully mitigating the **Insured's** sentence or fine

In tax claims, any dispute or appeal where the **Insured** has a greater than 50% chance of being successful

In all claims involving an appeal, where the **Insured** has a greater than 50% chance of being successful

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

Territorial Limit

For Insured Events 2 and 4 the United Kingdom, Channel Islands, Isle of Man and countries in the European Union For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Insurance Limited

You/Your

The person(s) named in the Schedule to which this policy attaches.

YOUR POLICY COVER

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity**, including the cost of appeals provided that:

- 1) **You** have paid the insurance premium,
- 2) the Insured Event occurs within the **Territorial Limit**
- 3) the claim
 - always has **Reasonable Prospects of Success**
 - is reported to **us**
 - during the **Period of Insurance**
 - immediately after the **Insured** first becomes aware of circumstances which could to give rise to a claim under this policy
- 4) the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim
 - falling under the jurisdiction of an Employment Tribunal or the **Small Claims Court**, and/or
 - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court, tribunal or any other body that **we** agree to, in the **Territorial Limit**
- 6) in respect of a claim under Insured Events 2 or 4 the **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.

INSURED EVENTS COVERED

1. EMPLOYMENT

A dispute with the **Insured's** current, former or prospective employer relating to their contract of employment or related statutory rights.

Provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the **Insured** agrees to use the **Appointed Advisor** nominated by us

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

What is not insured under Insured Event 1

1. Any dispute relating solely to personal injury
2. Defending any dispute other than defending a counter claim.

2. CONTRACT

A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured**

What is not insured under Insured Event 2

Any claim relating to

1. the letting leasing or licensing of land or buildings where you act as the landlord
2. loans, mortgages, endowments, pensions, or any other financial or investment product
3. a business, venture for gain, profession or employment of the **Insured**
4. contracts involving motor vehicles
5. a settlement due under an insurance policy
6. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.

3. PROPERTY

1. A dispute relating to material property which **you** own or is **your** responsibility
 - a) following an event which causes or could cause physical damage to **your** material property including **your home**.
 - b) following a public or private nuisance or trespass provided that the **insured** is responsible for the first £250 of each and every claim.
2. A dispute with **your** landlord or site owner arising out of **your** occupation of **your home**.

What is not insured under Insured Event 3

Any claim relating to

1. a contract entered into by an **Insured** (except under 3.2 above)
2. any building or land other than **your home**.
3. a motor vehicle
4. the compulsory purchase of, or restrictions or controls placed on **your** property by any government, local or public authority.
5. defending any dispute under 3.1 a) other than defending a counter claim.

4. PERSONAL INJURY

An event causing the **Insured** personal injury

What is not insured under Insured Event 4

Any claim relating to defending any dispute other than defending a counter claim.

5. TAX

A formal aspect or full enquiry into the **Insured's** personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted

What is not insured under Insured Event 5

Any claim arising from or relating to:

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements
4. a tax avoidance scheme
5. a business or venture for gain of the **Insured**

6. LEGAL DEFENCE

a) Work

Arising out of the **Insured's** work as an employee

- (i) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- (ii) a prosecution brought against the **Insured** in a court of criminal jurisdiction
- (iii) a civil action brought against the **Insured** for compensation under section 13 of the Data Protection Act 1998
- (iv) civil proceedings brought against the **Insured** under legislation for unlawful discrimination

b) Motor

a motoring prosecution brought against the **Insured**

c) Other

- (i) a formal investigation or disciplinary hearing brought against the **Insured** by any trade association, professional or regulatory body
- (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on Jury Service. The amount **we** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000

What is not insured under Insured Event 6

Any claim relating to

1. driving without motor insurance or a valid driving licence
2. a parking offence

7. IDENTITY THEFT

A dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes

What is not insured under Insured Event 7

Any money claimed, goods, choses in action, or other property or equivalent costs obtained as a result of the identity theft.

WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

1. **Legal Costs & Expenses** incurred before **we** accept a claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of the policy, and which the **insured** knew or ought reasonably to have known could give rise to a claim under this policy

3. where the amount in dispute is less than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100
4. an allegation or prosecution against the **Insured** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute with another **Insured** or any members of the **Insured's** family
6. an Insured Event arising from an **Insured's** deliberate or reckless act
7. fines, penalties or compensation awarded against the **Insured**
8. a judicial review
9. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
10. a dispute with **us**, Park Home Insurance Services Ltd, Zurich Insurance plc or the **Insurer** not dealt with under Condition 6
11. defamation
12. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**;
13. a Group Litigation Order

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the **Insurer** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** should this occur

1. The Insured's Responsibilities

An **Insured** must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **Appointed Advisor**
- c) tell **us** immediately after they first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require, and keep them updated with progress of the claim
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**

- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j) allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim, proceedings or investigation

2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**.
- b) Where the **Insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times.
We may refuse to accept the **Insured's** nomination in exceptional circumstances. If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter.
- c) If **we** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to Employment Tribunal, Tax or **Small Claims Court** claims unless there is a conflict of interest.
- d) If the **Appointed Advisor** refuses with good reason to continue acting for the **Insured** or, the **Insured** dismisses the **Appointed Advisor** without good reason, or the **Insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**.
- e) The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with the **Insured** or a **Collective Conditional Fee Agreement** with **us** if a claim under Insured Events 2 or 4 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.
- f) During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **Appointed Advisor** to whom the claim is sent. The fee (if it does apply) is a separate arrangement between **us** and the **Appointed Advisor**, and will never compromise **you** or any claim that **you** make under the policy.

3. Our Consent

We must give **our** written consent to the **Insured** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent.

4. Settlement

- a. The **Insurer** has the right to settle the claim by paying the value of the amount in dispute
- b. The **Insured** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** written agreement
- c. If the **insured** refuses to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **Appointed Advisor** the **Insurer** may refuse to pay further **Legal Costs & Expenses**

5. Counsel's Opinion

We may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion.

6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor**, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If the **Insured** and **us** fail to agree on a suitably qualified person **we** will ask the president of the relevant Law Society to nominate.

7. Dual Insurance

The **Insurer** will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent Claims

If the **Insured** makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

9. Cancellation

- a. **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the **insurance premium** paid
- b. **You** may cancel this policy at any time, either in writing or over the phone. In the event of cancellation after the 14 day period described in a) above, no refund will be payable.
- c. The **Insurer** may cancel the policy at any time by giving at least 21 days' written notice to **you**. The **Insurer** will refund part of the premium for the unexpired period

10. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

11. Data Protection Act

It is agreed by the **Insured** that any information provided to **us** &/or the **Insurer** regarding the **Insured** will be processed by **us** &/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

COMPLAINTS PROCEDURE

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with Park Home Insurance Services Ltd. as they will generally be able to provide **you** with an immediate response to **your** satisfaction. Contact details are provided below:

Mr William H C Tuke
Park Home Insurance Services Ltd
Helix House
High Street
WADHURST
East Sussex
TN5 6AA

You can telephone on **01892 784059**
Or e-mail: info@parkhomeinsurance.com

If **your** complaint cannot be resolved straight away, **you** should contact

The Managing Director
ARAG plc
Froomsgate House
Rupert Street
Bristol
BS1 2QJ

who will arrange to have **your** case reviewed at the appropriate level. If the matter is not concluded to **your** satisfaction, **you** may refer it to Brit Insurance Limited. If a complaint remains unresolved **you** may refer it to the Financial Ombudsman Service.

They can be contacted at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: **0845 080 1800**
E-mail: complaint.info@financial-ombudsman.org.uk

COMPENSATION

Park Home Insurance Services Limited, ARAG plc and Brit Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS) which means that the **Insured** may be entitled to compensation if we are unable to meet our obligations under this policy. Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and then 90% of any amount above £2,000. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 020 7892 7300.



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Registered Office: Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Registered in England & Wales number 2979679.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Services Authority.

Our FSA register number is 306716.

Our permitted business is selling and administering contracts of general insurance.

Insurance provided by:

ARAG plc

Froomsgate House, Rupert Street, Bristol BS1 2QJ

Registered in England & Wales number 2585818

ARAG plc is authorised and regulated by the Financial Services Authority

FSA register number 452369.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

You're safe and secure with Castle Cover